

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA,

V.

SHANIN MOSHIRI
aka Shawni Moshiri

No. 13 CR 312-6

Magistrate Judge Daniel G. Martin

FORFEITURE AGREEMENT

Pursuant to the Order Setting Conditions of Release entered in the above-named case on April 16, 2013, for and in consideration of bond being set by the Court for defendant SHANIN MOSHIRI aka Shawni Moshiri (the “defendant”) in the amount of \$250,000 being partially secured by real property, **SHANIN MOSHIRI aka Shawni Moshiri (GRANTOR)** hereby understands, warrants and agrees:

1. SHANIN MOSHIRI aka Shawni Moshiri warrants that he is the sole record owner and titleholder of the real property located at 800 North Michigan Avenue, Unit 2203, Chicago, Illinois, and described legally as follows:

PARCEL 1: UNIT NUMBER 2203 IN 800 NORTH MICHIGAN CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 2, 7, 8 AND 9, IN THE PARK TOWER SUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 00584660 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE(S) P-167 LOCATED IN THE "GARAGE PROPERTY" AS DESCRIBED IN AND AS CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED AS DOCUMENT NUMBER 00584657 AS DELINEATED ON THE PLAT OF SURVEY ATTACHED THERETO.

PARCEL 3: EXCLUSIVE AND NON-EXCLUSIVE EASEMENTS MORE PARTICULARLY DESCRIBED AND DEFINED IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS MADE BY AND BETWEEN PARK HYATT TOWER ASSOCIATES AND PARK TOWER L.L.C. RECORDED AS DOCUMENT NUMBER 00584657, WHICH ARE APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1, 2 AFORESAID.

Permanent Index Number: 17-03-231-018-1009

(the "subject property")

2. SHANIN MOSHIRI aka Shawni Moshiri warrants that there is one outstanding mortgage against the subject property and that his equitable interest in the real property equals \$200,000.

3. SHANIN MOSHIRI aka Shawni Moshiri has received a copy of the Court's Order Setting Conditions of Release and understands its terms and conditions.

4. SHANIN MOSHIRI aka Shawni Moshiri understands and agrees that he will be subject to the terms and conditions of the Order Setting Conditions of Release until any of the following events: (a) he surrenders to serve his sentence; (b) he is taken into custody by order of the court in the above-captioned matter; (c) the above-captioned matter is dismissed against him in its entirety; or (d) judgment is entered in his favor.

5. SHANIN MOSHIRI aka Shawni Moshiri agrees that public docket entries and filings in the above-captioned matter constitute adequate notice to the surety of all judicial proceedings in the case. SHANIN MOSHIRI aka Shawni Moshiri understands that

modifications to the Court's Order Setting Conditions of Release may occur, and may materially change the conditions of release. In exchange for the entry of the Order Setting Conditions of Release, SHANIN MOSHIRI aka Shawni Moshiri waives any right to receive notice of judicial proceedings from the United States or the Court.

6. SHANIN MOSHIRI aka Shawni Moshiri understands and agrees that this forfeiture agreement applies to any modified Order Setting Conditions of Release entered by the Court in the above-captioned matter.

7. SHANIN MOSHIRI aka Shawni Moshiri agrees that his equitable interest in the above-described real property shall be forfeited to the United States of America should the defendant fail to appear as required by the Court or otherwise violate any condition of the Court's Order Setting Conditions of Release, during the pendency of the order.

8. SHANIN MOSHIRI aka Shawni Moshiri agrees to execute a quit claim deed in favor of the United States of America, which deed shall be held in the custody of the Clerk of the United States District Court, Northern District of Illinois, until further order of the Court.

9. SHANIN MOSHIRI aka Shawni Moshiri understands that the United States of America will seek an order from the Court authorizing the United States of America to file and record the above-described deed, and will take whatever other action that may be necessary to perfect its interest in the above-described real property, should he fail to appear as required by the Court or otherwise violate any condition of the Court's Order Setting Conditions of Release, during the pendency of the order.

10. SHANIN MOSHIRI aka Shawni Moshiri understands and agrees that, should he fail to appear as required by the Court or otherwise violates any condition of the Court's Order Setting Conditions of Release, SHANIN MOSHIRI aka Shawni Moshiri will be liable to pay the difference between the bond amount of \$250,000 and his equitable interest in the subject property, and SHANIN MOSHIRI aka Shawni Moshiri hereby agrees to the entry of a default judgment against him for the amount of any such difference.

11. SHANIN MOSHIRI aka Shawni Moshiri agrees that he will maintain the subject property in good repair, pay all taxes and obligations thereon when due, and will take no action which could encumber the real property or diminish his interest therein, including any effort to sell or otherwise convey the property without leave of Court.

12. SHANIN MOSHIRI aka Shawni Moshiri understands that if he has knowingly made or submitted or caused to be made or submitted any false, fraudulent or misleading statement or document in connection with this Forfeiture Agreement, or in connection with the bond set for him, he is subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury.

13. SHANIN MOSHIRI aka Shawni Moshiri agrees that the United States shall file and record a copy of this Forfeiture Agreement with the Cook County Recorder's Office as notice of encumbrance in the amount of the bond.

14. SHANIN MOSHIRI aka Shawni Moshiri hereby declares under penalty of perjury that he has read the foregoing Forfeiture Agreement in its entirety, and the information contained herein is true and correct.

15. SHANIN MOSHIRI aka Shawni Moshiri understands and agrees that failure to comply with any term or condition of this Forfeiture Agreement will constitute grounds for the United States of America to request that the bond posted for his release be revoked.

Date: 4-23-13

Shawni Moshiri

SHANIN MOSHIRI
aka Shawni Moshiri
Surety/Grantor

Date: 4-23-13

[Signature]
WITNESS

Prepared by and Return to:
Bissell, US Attorney's Office
219 S. Dearborn Street, 5th Floor
Chicago, Illinois 60604